

STUDENT EXCHANGE AGREEMENT

BETWEEN

The Hong Kong Polytechnic University

AND

China Medical University

This Agreement is made on 18 March 2019.

BETWEEN

The Hong Kong Polytechnic University having its principal office at Hung Hom, Kowloon, Hong Kong (“Institution A”); and

China Medical University at No. 91, Hsueh-Shih Road, North District, Taichung 40402, Taiwan (“Institution B”).

Institution A and Institution B shall collectively be referred to as the “institutions” and individually as an “institution”. The institution that receives exchange students shall be referred to as the “host institution.” The institution that sends the exchange students shall be referred to as the “home institution.”

WHEREAS

The institutions wish to establish a framework for student exchange programme to support the promotion of all-round development of students, particularly in the areas of global outlook and cultural appreciation, and hereby agree to the terms and conditions set out in this Agreement.

The institutions hereby agree as follows:-

1. **The Exchange Program:** The program is between the Department of Health Technology and Informatics of Institution A and the Department of Medical Laboratory Science and Biotechnology of Institution B at undergraduate level.
2. **Number of Exchange Students:** Each institution agrees to exchange a total of two student units per year for an academic exchange period of one or more summer session(s) or semester(s) up to one academic year provided that the host institution will accept exchange-in student only if its academic and /or accommodation resources are available. A student unit means one exchange student attending for an academic semester or two exchange students attending for a summer session. It is expected that the institutions shall strive to achieve an overall balance of ten student units during the period of this Agreement and will endeavor to correct any imbalances in the following years.

The obligations of the institutions under this Agreement are limited to exchange students only and do not extend to their respective spouses and dependents.

3. **Selection of Students:** It is expected that the home institution shall select students of good academic performance and the students shall meet the required language proficiency of their chosen academic program. Nominated students of the home institution must have successfully completed at least one year of continuous study at their home institution before the proposed exchange. The host institution reserves the right of final approval on the admission of an exchange student.

4. **Credit Transfer and Academic Record:** The home institution shall consider and decide on whether credits earned by their exchange-out students at the host institution will be transferred for inclusion in the students' academic records at the home institution.
5. **Financial Arrangements:** Exchange students shall remain registered as full-time students throughout the exchange period and pay normal tuition fees to the home institution. Exchange students will be enrolled at the host institution without having to pay tuition fees. They are however responsible for the costs of living, travelling, accommodation, insurance and other incidental expenses such as the costs for applying student visas as required by the local laws.
6. **Accommodation:** The host institution will provide exchange students with all possible assistance in looking for suitable accommodation.
7. **Immigration Formalities:** Each institution will issue appropriate documents for visa application purposes in accordance with the applicable laws in the respective jurisdictions, although it is ultimately the responsibility of the individual student to obtain a proper visa in a timely manner.
8. **Insurance:** The home institution shall remind the exchange students that they are required to arrange their own insurance against illnesses and accidents covering the period of their stay in the country of the host institution.
9. **Students' Obligations and Entitlements:** Exchange students will be registered as full-time students of the host institution. They will be subject to the rules and regulations and code of conduct of the host institution as well as the laws of the host country. Exchange students will be entitled to academic resources and support services generally available to full-time students at the host institution.
10. **Arrival Arrangements:** On arrival at the host country, the host institution will provide the exchange students with appropriate orientation on the host country and institution.
11. **Effective Period:** This Agreement will be effective from 1 July 2019 to 30 June 2024 for a period of five years, and may be terminated by either institution giving the other a prior written notice of not less than two months. Such termination shall not affect the validity and continuity of any incompletely discharged obligation agreed upon by the two institutions before termination. Both institutions agree that exchange students participating in the exchange programme at the time of termination may complete the remainder of the exchange period under the terms and conditions of this Agreement at the time of the termination.

12. Programme Administration:

For The Hong Kong Polytechnic University:

- The Chinese Mainland Affairs Office will be responsible for exchange program administration.
- The Department of Health Technology and Informatics will be responsible for the academic matters.

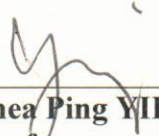
For China Medical University:

- Office of Global Affairs will be responsible for exchange program administration.
- The Department of Medical Laboratory Science and Biotechnology will be responsible for the academic matters.

13. **Advertising and Publicity:** Each institution may use the name and logo of the other for purposes related to the student exchange collaboration. Written consent is required for other purposes. In any event, each institution shall upon request of the other cease to use the name and logo of the latter within a reasonable time.
14. **Exclusion of Third Party Rights:** Nothing in this Agreement, expressed or implied, is intended to or shall confer upon any person other than the contracting parties hereto any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
15. **Force Majeure:**
- 15.1 Each institution reserves the right to suspend the implementation of this Agreement, either in whole or in part, temporarily for reasons of national security, national interests, public order or public health. Such suspension shall take effect immediately after notification is given to the other institution.
- 15.2 Notwithstanding clause 15.1, should any event occur which hinders or restricts the implementation of this Agreement, both institutions shall use their best endeavours to agree upon such action, as may be necessary and equitable, to resolve or mitigate the impact of the event.
16. **Dispute Resolution:** In the event of any dispute arising out of this Agreement, the institutions shall use their best endeavours to discuss and resolve the issues amicably.
17. **Miscellaneous:** The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of this Agreement or any particular clause or paragraph.


IN WITNESS whereof the parties have signed this Agreement on the date first above written.

**For and on behalf of
The Hong Kong Polytechnic University**



**Professor Shea Ping YIP
Head and Professor
Department of Health Technology and
Informatics**

**For and on behalf of
China Medical University**



**Professor Meng-Liang LIN
Director and Professor
Department of Medical Laboratory
Science and Biotechnology**